

REMARKS

Claims 1-17 are now pending in the application. Claims 1-17 stand rejected. Claim 1 has been amended herein. Support for the amendment can be found throughout the application, drawings and claims as originally filed and, as such, no new matter has been presented. The Examiner is respectfully requested to reconsider and withdraw the rejections in view of the amendments and remarks contained herein.

REJECTION UNDER 35 U.S.C. § 103

Claims 1-3, 7, 8 and 14-16 stand rejected under 35 U.S.C. § 103(a) as being anticipated by Roberts (U.S. Pat. No. 3,953,630; hereinafter "Roberts") in view of Ohlenforst (U.S. Pat. No. 5,120,584; hereinafter "Ohlenforst"). This rejection is respectfully traversed.

Initially, Applicants note that Roberts discloses a laminated transparent assembly for use as an aircraft windshield. Roberts discloses a first glass layer 10 coupled to a second glass layer 11 via a polymeric interlayer 12. The interlayer 12 is disposed completely between the first glass layer 10 and the second glass layer 11. A seal 19 is injected between the ends of the first glass layer 10, second glass layer 11, the interlayer 12, and a metallic frame structure 15 such that the seal 19 fully encloses the first glass layer 10, second glass layer 11 and the interlayer 12. Roberts teaches that the rigid interlayer 12 is required as "in the event of failure of the glass components when the aircraft is at high altitudes depressurization of the aircraft is prevented" by the deformation of the rigid interlayer (see at least Col. 1, lines 57-67). With regard to Ohlenforst, Ohlenforst discloses an insulated glass window 1 for a motor vehicle that

Serial No. 10/740,017

Page 5 of 9

PAGE 6/10 * RCVD AT 8/7/2007 10:13:00 AM [Eastern Daylight Time] * SVR:USPTO-EFXRF-2/17 * DNIS:2738300 * CSID:248 944 6537 * DURATION (mm:ss):02-20

includes two individual glass panels 11, 12 that enclose an air space 13. The glass panels 11, 12 are bonded together via a spacer frame 15 and a sealing adhesive compound 16. The glass panel 11 includes a projecting edge to which a metal section is adhesively coupled to secure the glass window 1 to a window lift mechanism. In contrast, independent Claim 1 recites:

...a second glass layer bonded to the first glass layer by an adhesive such that an air gap is formed that defines a space between the first and second glass layers; and
an engagement module having a portion received within at least a portion of the air gap to bond the engagement module between the first and second glass layers, the engagement module connecting the window to the window opening mechanism (emphasis added).

In view of the above discussion, Applicants respectfully assert that Roberts and Ohlenforst, singly or in combination, do not teach, suggest or disclose each and every feature of Claim 1. In particular, as noted by the Office, Roberts does not teach, suggest or disclose a second glass layer bonded to a first glass layer by an adhesive such that an air gap is formed that defines a space between the first and second glass layers. Rather, Roberts discloses that the interlayer 12 fully and completely bonds the first glass layer 10 to the second glass layer 11. The Office states that it would be obvious to modify Roberts with Ohlenforst to provide spacing between the first glass layer 10 and the second glass layer 11 to "improve the insulation of the window" (p. 2, Office Action Mailed May 23, 2007). Applicants respectfully disagree.

In this regard, Applicants submit that it would not be obvious to modify the teachings of Roberts to include the air gap of Ohlenforst, when Roberts teaches away from this modification. Specifically:

It is established that where references, instead of suggesting the invention, seek or warn to avoid the suggestion, such references diverge from and teach away from the invention at hand and it is error to find obviousness based on such references. *In re Fine*, 837 F.2d 1071, 1074, 5USPQ2d 1596, 1599 (Fed. Cir. 1988) (emphasis added).

Roberts teaches that “[t]he interlayer plays two major structural roles.” 1. the interlayer deforms to absorb kinetic energy generated during a collision event (i.e. bird), and 2. the interlayer deforms to prevent the depressurization of the aircraft when the aircraft is operating at high altitudes and the glass layer fails (see at least Col 1, lines 46-67). One skilled in the art of window fabrication would not be motivated to modify the window of Roberts to include an air gap between the glass panels as Roberts teaches that an interlayer is required to prevent the failure of the window during the operation of the aircraft. Modifying the window of Roberts to include an air gap as taught by Ohlenforst would result in an undesirable window (i.e. without the rigid interlayer, the window could fail during the operation of the aircraft) and thus, this modification is improper. In view of this, Applicants submit that one skilled in the art would not be motivated to combine the Ohlenforst reference with the Roberts reference.

Accordingly, in view of the above remarks, Applicants respectfully request the Office reconsider and withdraw the rejection of Claim 1 under 35 U.S.C. § 103(a). Without acceding to the correctness of the Examiner's remarks thereover, Claims 2, 3, 7, 8 and 14-16 depend directly or indirectly from independent Claim 1, and thus, should be in condition for allowance for the reasons set forth for Claim 1, above. Accordingly, for at least these reasons, Applicants respectfully request the Office reconsider and withdraw the rejection of Claims 2, 3, 7, 8 and 14-16 under 35 U.S.C. § 103(a).

Claims 4 and 17 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Roberts, Figure 1 in view of Ohlenforst, and further in view of Roberts, Figure 4. Claims 5, 6 and 9-13 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Roberts in view of Klosterman (U.S. Pat. No. 6,330,764; hereinafter "Klosterman"). These rejections are respectfully traversed.

Without acceding to the correctness of the Examiner's remarks thereover, Claims 4-6, 9-13 and 17 depend directly or indirectly from independent Claim 1, and thus, should be in condition for allowance for the reasons set forth for Claim 1, above. Accordingly, for at least these reasons, Applicants respectfully request the Office reconsider and withdraw the rejection of Claims 4-6, 9-13 and 17 under 35 U.S.C. § 103(a).

CONCLUSION

It is believed that all of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicants therefore respectfully request that the Examiner reconsider and withdraw all presently outstanding rejections. It is believed that a full and complete response has been made to the outstanding Office Action and the present application is in condition for allowance. Thus, prompt and favorable consideration of this amendment is respectfully requested.

Respectfully submitted,

Dated: August 7, 2007

By:


Gordon K. Harris, Jr.
Reg. No. 28615

Ralph E. Smith
CIMS 483-02-19
DaimlerChrysler Intellectual Capital Company LLC
DaimlerChrysler Tech. Center
800 Chrysler Drive
Auburn Hills, Michigan 48326-2757
Phone: 248-944-6519

Serial No. 10/740,017

Page 9 of 9

PAGE 10/10 * RCV'D AT 8/7/2007 10:13:00 AM [Eastern Daylight Time] * SVR:USPTO-EFXRF-2/17 * DNIS:2738300 * CSID:248 944 6537 * DURATION (mm:ss):02:20 10 **